

STATE OF SOUTH DAKOTA
OFFICE OF PROCUREMENT MANAGEMENT
523 EAST CAPITOL AVENUE
PIERRE, SOUTH DAKOTA 57501-3182

GRIEVANCE MONITOR

PROPOSALS ARE DUE NO LATER THAN AUGUST 14, 2020, BY 5:00pm CT

RFP #2020

BUYER:
Department of Social Services,
Division of Child Protection

POC: Dawson Lewis
Dawson.Lewis@state.sd.us

READ CAREFULLY

FIRM NAME: _____ AUTHORIZED SIGNATURE: _____

ADDRESS: _____ TYPE OR PRINT NAME: _____

CITY/STATE: _____ TELEPHONE NO: _____

ZIP (9 DIGIT): _____ FAX NO: _____

FEDERAL TAX ID#: _____ E-MAIL: _____

PRIMARY CONTACT INFORMATION

CONTACT NAME: _____ TELEPHONE NO: _____

FAX NO: _____ E-MAIL: _____

1.0 GENERAL INFORMATION

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

At the request of Governor Noem, the Department of Social Services (DSS) conducted a full analysis on the process for licensing and inspecting private treatment facilities for children and youth. The analysis focused on:

- 1) the history and types of licensed and accredited treatment facilities for children and youth;
- 2) licensing, accreditation and certification process;
- 3) complaint process;
- 4) investigation process;
- 5) corrective action plans/plans of correction;
- 6) transparency and confidentiality of investigations; and
- 7) findings and recommendations.

The report was delivered to Governor Noem on September 5, 2019. The report can be located at the following web address:

https://dss.sd.gov/docs/mainpage/licensed_and_accredited_treatment_facilities_with_executive_summary.pdf

Senate Bill 20 was passed by the 2020 legislature to create a monitor to review and respond to complaints related to the quality of care provided to youth in the custody or care of certain care facilities, treatment centers, and programs. Full text of the bill can be found at the following address:

<https://mylrc.sdlegislature.gov/api/Documents/70221.pdf>

In response to Finding #6 (explore legislation to create a grievance monitor) in the report and passage of Senate Bill 20, the South Dakota Department of Social Services is seeking responses to a request for proposal for the Secretary of the Department of Social Services to select a person or entity outside the Department of Social Services to serve as a monitor and whose primary responsibility will be to receive and resolve complaints related to the quality of care provided to youth placed in the custody or care of any of the following:

- (1) An intensive residential treatment center, a residential treatment center, or a group care center, as defined in § [26-6-14](#);
- (2) An independent living preparation program as defined in § [26-6-14](#); or
- (3) A shelter care facility as defined in § [67:42:07:01](#).

Although facilities have policies and procedures to respond to grievances from children and youth, at the time of the findings, there was not an outside entity with the responsibility or authority to receive, review and monitor grievances directly from children and youth.

Policies and practices will need to be developed by the offeror, in collaboration with DSS. Further information appears in the Scope of Work, section 3.0 of this RFP.

The monitor can not be employed or affiliated in any capacity to any of the facilities, centers, or programs the monitor will be receiving grievances from.

1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

The Department of Social Services is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota. The reference number for the transaction is RFP #2020. Refer to this number on all proposals, correspondence, and documentation relating to the RFP.

Please refer to the Department of Social Services website link <http://dss.sd.gov/keyresources/rfp.aspx> for the RFP, any related questions/answers, changes to schedule of activities, amendments, etc.

1.3 LETTER OF INTENT

All interested offerors are requested to submit a non-binding **Letter of Intent** to respond to this RFP.

The letter of intent must be received by email to the Department of Social Services by no later than 5:00pm CT on 07/15/2020, and must be addressed to Dawson Lewis. Place the following, exactly as written, in the subject line of your email: **Letter of Intent for RFP #2020**. Be sure to reference the RFP number in any attached letter or document.

1.4 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

RFP Publication	July 1, 2020
Letter of Intent to Respond Due	July 15, 2020, by 5:00pm CT
Deadline for Submission of Written Inquiries	July 17, 2020, by 5:00pm CT
Responses to Offeror Questions	July 24, 2020
Request for SFTP folder	August 3, 2020
Proposal Submission	August 14, 2020, by 5:00pm CT
Proposal Revisions (if required)	August 21, 2020, by 5:00pm CT
Anticipated Award Decision/Contract Negotiation	August 31, 2020

1.5 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received by the Department of Social Services by the date and time indicated in the Schedule of Activities.

Proposals received after the deadline will be late and ineligible for consideration.

Proposals may be submitted as PDF's via Secured File Transfer Protocol (SFTP). Offerors must request an SFTP folder no later than August 3rd, 2020, by emailing Dawson Lewis at the email indicated on page one. The subject line should be "**RFP #2020 SFTP Request**". The email should contain the name and the email of the person who will be responsible for uploading the document(s).

Please note, offeror will need to work with agency's own technical support staff to set up an SFTP compatible software on offeror's end. While the State of South Dakota can answer questions, State of South Dakota is not responsible for the software required.

No proposal may be accepted from, or any contract or purchase order awarded to any person, firm or corporation that is in arrears upon any obligations to the State of South Dakota, or that otherwise may be deemed irresponsible or unreliable by the State of South Dakota.

1.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing and submitting this proposal, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the offeror is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

1.7 NON-DISCRIMINATION STATEMENT

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the offeror certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

1.8 RESTRICTION OF BOYCOTT OF ISRAEL

For contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid or offer, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or

response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

1.9 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

No oral, telephonic, telegraphic or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

1.10 OFFEROR INQUIRIES

Offerors may email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after 07/17/2020. Email inquiries must be sent to Dawson.Lewis@state.sd.us with the following wording, exactly as written, in the subject line: **RFP #2020 Questions**.

The Department of Social Services (DSS) will respond to offerors' inquiries by posting offeror aggregated questions and Department responses on the DSS website at <http://dss.sd.gov/keyresources/rfp.aspx> no later than 07/24/2020. For expediency, DSS may combine similar questions. Offerors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Offerors will be notified in the same manner as indicated above regarding any modifications to this RFP.

1.11 PROPRIETARY INFORMATION

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. ***Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected.*** The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

1.12 LENGTH OF CONTRACT

The purchase of service agreement resulting from this RFP will be issued for a period of three (3) years, October 1, 2020, to September 30, 2023, with the

option for renewal for up to two (2) one (1) year contracts at the discretion of the State of South Dakota. The laws of South Dakota shall govern this transaction.

1.13 GOVERNING LAW

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in Hughes County, State of South Dakota. The laws of South Dakota shall govern this transaction.

1.14 DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION/NEGOTIATIONS)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the State's request. The State reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

2.0 STANDARD AGREEMENT TERMS AND CONDITIONS

Any contract or agreement resulting from this RFP will include, at minimum, the State's standard terms and conditions as seen in Attachment A. As part of the negotiation process, the contract terms listed in Attachment A may be altered or deleted. The offeror should indicate in their response any issues they have with any specific contract terms. If the offeror does not indicate any contract term issues, then the State will assume the terms are acceptable.

3.0 SCOPE OF WORK

The South Dakota Department of Social Services is seeking responses to a request for proposal for the Secretary of the Department of Social Services to select a person or entity outside the Department of Social Services to serve as a monitor and whose primary responsibility will be to receive and resolve complaints related to the quality of care provided to youth placed in the custody or care of any of the following:

- (1) An intensive residential treatment center, a residential treatment center, or a group care center, as defined in § [26-6-14](#);

- (2) An independent living preparation program as defined in § [26-6-14](#); or
- (3) A shelter care facility as defined in § [67:42:07:01](#).

3.1 Monitor Duties

Request for proposals must detail how the prospective vendor will perform the following duties:

- (1) The vendor will describe proposed methods for receiving confidential grievances from the following:
 - a. youth placed in the custody or care of a facility, center, or program;
 - b. staff employed in a facility, center or program; parents of youth placed;
 - c. parents of youth placed in the facility, center or program;
 - d. legal guardian of the resident;
 - e. the placement agency;
 - f. school district;
 - g. law enforcement; and/or
 - h. other interested party.
- (2) The vendor will describe proposed methods to thoroughly investigate grievances received from the complainants listed above with timeframes for completion of the investigation.
- (3) The vendor will provide proposed templates of documents used to investigate complaints.
- (4) The vendor will provide a proposed template of the document utilized for the investigative report and a proposed timeline from completion of the investigation to submission of the investigation report to the Secretary of the Department.
- (5) The vendor will submit a list of proposed findings with definitions for investigations and describe methods for developing possible resolutions and corrective action to address grievances.
- (6) The vendor will provide a template of the document for the annual report to the Secretary of the Department of Social Services that reflects the number of referrals to the monitor, the number of investigations completed, a description of each

investigation, the specific findings and recommendations of each investigation, and a summary of other activities performed by the monitor.

- (7) The vendor will provide an template of the annual report to the Government Operations and Audit Committee, created in § 2-6-2, to include the number of referrals to the monitor, the number of investigations completed, a summary of other activities performed by the monitor along with a confidential addendum with a description of the each investigation, the specific finding and recommendations of the monitor and the response of the Department of Social Services to the recommendations.
- (8) The vendor will describe their proposed plan for their presence at each facility, center and program, both scheduled and unscheduled, and how they will be approachable to children, youth, and staff during each visit.
- (9) The vendor will describe how they will familiarize themselves with each facility, center and program licensed by the Department of Social Services for children and youth.
- (10) The vendor will describe their knowledge of what constitutes child abuse and neglect in South Dakota.
- (11) The vendor will describe their knowledge of child abuse and neglect reporting statutes in South Dakota and how reports are made to the Division of Child Protection Services.
- (12) The vendor will describe methods of providing information about the role of the monitor to children and youth in the custody or care of a facility, center, or program and its staff, to the youth's custodial parent or guardian, to placing agencies and school districts.

Facilities, Centers and Programs

The offeror will monitor facilities which, at the time of the authorship of RFP, include:

Shelter Care Facilities

Shelter care facilities are group care centers providing short-term care for children often placed under emergency conditions. Care is provided for not more than 30 days unless an extension of no more than 30 days has been granted because a placement plan has been made but cannot be implemented within the 30-day time frame.

1. Facility Name: ARISE Youth Center/West

Facility Location: 3505 Cambell St., Rapid City

Phone: 605-716-1837

Program Director: Mark Kiepke

Executive Director: Betty Oldenkamp

License: 20, age 10-18

Web: <https://www.lsssd.org/what-we-do/child-adolescent-services/detention-alternatives/ariseyouthcenter.html>

2. Facility Name: ARISE Youth Center/East

Facility Location: 621 E. Presentation St., Sioux Falls

Phone: 605-824-0181

Program Director: Brooke Stones

Executive Director: Betty Oldenkamp

License: 15, age 10-17

Web: <https://www.lsssd.org/what-we-do/child-adolescent-services/detention-alternatives/ariseyouthcenter.html>

3. Facility Name: Children's Inn

Facility Location: 409 N. Western Ave., Sioux Falls

Phone: 605-338-0116

Program Director: Amy Carter

Executive Director: Michelle Lavelle

License: 8, age 0-17

Web: <https://chssd.org/childrensinn>

4. Facility Name: Cheyenne River Sioux Tribe Emergency Shelter Home

Facility Location: 405 Chinatown, Eagle Butte

Phone: 605-964-6450

Program Director: Willetta Ducheneaux

Executive Director: Diane Garreau

License: 7, age 0-13

5. Facility Name: Spotted Tail Children's Home

Facility Location: 23 W 1st Street, Rosebud

Phone: 605-747-2712

Program Director: Elizabeth Little Elk

License: 16, age 0-16

6. Facility Name: Oglala Sioux Tribe Emergency Youth Center

Facility Location: 100 Youth Shelter Dr., Pine Ridge

Phone: 605-867-2515

Program Director: Frankee White Dress

License: 10, age 12-17

Group Care Centers

Group care centers for minors provide group care, maintenance, supervision, and protection of children on a regular full-time basis as a substitute for regular parental care, in a non-family group setting. Children who are experiencing family problems and interpersonal conflicts, who are unable to remain in a family setting and require ongoing group and individual counseling or alternative services in a structured treatment program may be placed in a group care center for minors. Group care placements are warranted when a youth is displaying mild to moderate social

behavioral, educational, and emotional problems. Examples of challenging behaviors are aggressive behaviors, assaulting others, harming themselves, and running away.

1. Facility Name: New Beginnings Center

Facility Location: 1601 Milwaukee Ave. NE, Aberdeen

Phone: 605-229-1239

Program Director: Dawn Richards

Executive Director: Betty Oldenkamp

License: 18, age 10-17

Web: <https://www.lsssd.org/what-we-do/child-adolescent-services/residential-services-for-children-youth/new-beginnings-aberdeen.html>

2. Facility Name: McCrossan Boys Ranch

Facility Location: 47135 260th St., Sioux Falls

Phone: 605-339-1203

Program Director: Patty Wood

Executive Director: Brian Roegiers

License: 48, age 10-17 (Current capacity is 40)

Web: <https://mccrossan.org/>

3. Facility Name: Wellfully Family Reconciliation Center

Facility Location: 22 Waterloo St., Rapid City

Phone: 605-342-0345

Chief Operating Officer: Rich Cartney

Executive Director: Burke Eilers

License: 18, age 10-17

Web: <http://wellfully.org/>

4. Facility Name: Sacred Heart Center

Facility Location: 111 Sycamore St., Eagle Butte

Phone: 605-964-6069

Director of Operations: Kirk Beyer

Executive Director: Greg Fischer

License: 16, age 10-17

Web: <http://shconline.org/>

5. Facility Name: Sequel Falls Academy

Facility Location: 46560 264th St., Sioux Falls

Phone: 605-528-3550

Program Director: Tony Stovall

Executive Director: Jon St. Pierre

License: 36, age 13-20

Web: <https://www.sequelyouthservices.com/difference.php>

6. Facility Name: Sequel Transition Academy

Facility Location: 46560 264th St., Sioux Falls

Phone: 605-528-3550

Program Director: Tony Stovall

Executive Director: Jon St. Pierre

License: 32, age 16-18

Web: <https://www.sequelyouthservices.com/staff-secure/sequel-program-sequel-transition-academy>

Residential Treatment Centers

Residential treatment centers provide care to children who have behavioral or emotional problems and require intensive professional assistance and therapy in a highly structured, self-contained environment.

1. Facility Name: Abbott House

Facility Location: 909 Court Merrill St., Mitchell

Phone: 605-996-2486

Program Director: Deb Sturdevant

Executive Director: Eric Klooz

License: 42, age 7-17

Web: <https://abbotthouse.org/>

2. Facility Name: Black Hills Children's Home

Facility Location: 24100 S. Rockerville Road, Rockerville

Phone: 605-343-5422

Program Director: Freddy Maseman

Executive Director: Michelle Lavelle

License: 53, age 4-14 (current capacity for 36)

Web: <https://chssd.org/>

3. Facility Name: Sioux Falls Children's Home

Facility Location: 801 N. Sycamore Ave., Sioux Falls

Phone: 334-6004

Program Director: Sue Williams

Executive Director: Michelle Lavelle

License: 62, age 4-14

Web: <https://chssd.org/>

4. Facility Name: Canyon Hills Center

Facility Location: 2519 Windmill Dr., Spearfish

Phone: 605-559-3500

Program Director: Daman Heitz

Executive Director: Betty Oldenkamp

License: 34, age 10-17

Web: <https://www.lsssd.org/what-we-do/child-adolescent-services/residential-services-for-children-youth/canyon-hills-spearfish.html>

5. Facility Name: Summit Oaks Center

Facility Location: 621 Presentation St., Sioux Falls

605-221-2346

Program Director: Kim Wagley
Executive Director: Betty Oldenkamp
License: 34, age 10-17
Web: <https://www.lsssd.org/what-we-do/child-adolescent-services/residential-services-for-children-youth/summit-oaks-sioux-falls.html>

6. Facility Name: Our Home Parkston

Facility Location: 103 W. Maple St., Parkston
Phone: 605-928-7907
Program Director: Jade Hamilton
Executive Director: Jenise Pischel
License: 36, age 12-17
Web: <https://www.ourhomeinc.org/>

7. Facility Name: Our Home ASAP

Facility Location: 40354 210th St., Huron
Phone: 605-352-4368
Program Director: Blaise Tomczak
Executive Director: Jenise Pischel
License: 36, age 12-17
Web: <https://www.ourhomeinc.org/>

8. Facility Name: Wellfully PRTF

Facility Location: 42 Waterloo St, Rapid City
Phone: 605-342-0345
Executive Director: Burke Eilers
License: 8, age 12-17
Web: <http://wellfully.org/>

Intensive Residential Treatment Centers

Intensive residential treatment (IRT) centers provide the most structure, therapy and care for children in a group or residential setting. A youth is eligible for placement in an IRT center if there is written documentation that the child did not respond to treatment in a residential treatment center, was denied placement in a residential treatment center, or left a residential treatment center before completing treatment. The child must also have a documented, chronic history of high level physical or sexual aggression.

Facility Name: Aurora Plains Academy
Facility Location: 1400 East 10th St., Plankinton
Phone: 605-942-5437
Director of Clinical Services: Jeremy Pischke
Executive Director: Vacant
License: 78, age 10-17 (Current capacity is 30)
Web: <https://www.clinicarecorp.com/aurora-plains/>

Independent Living Preparation Programs

Independent Living Preparation programs are licensed and provide services to youth 16 to 21 years of age. Youth placed in this level of care receive services to teach self-sufficiency and

responsible independent living. These agencies can be operated by child placement agencies, group care centers, or residential treatment centers.

1. Facility Name: McCrossan Boys Ranch

Facility Location: 47135 260th St., Sioux Falls
Phone: 605-339-1203
Program Director: Ryan Kramer
Executive Director: Brian Roegiers
License: 24, age 18-21

2. Facility Name: Volunteers of America, Dakotas Axis180

Facility Location: 217 S. Spring Ave., Sioux Falls
Phone: 605-373-0370
Program Director: Stephanie Monroe
Executive Director: Dennis Hoffman
License: 32, age 16-20

3. Facility Name: Abbott House-Bridges Independent Living Program

Facility Location: 909 Court Merrill St., Mitchell
Phone: 605-996-2486
Program Director: Tyson Shulz
Executive Director: Eric Klooz
License: 12, age 16-21

4. Facility Name: New Alternatives

Facility Location: 120 Philadelphia St., Rapid City
Phone: 605-791-2405
Program Director: Brittany Bergstrom
Executive Director: Betty Oldenkamp
License: 12, Age 18-21

These providers are licensed by DSS, with licensures renewed on an annual basis. The facilities may have additional certifications, inspections, accreditations, or licensures through entities beyond DSS.

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

4.1 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

4.2 **Offeror's Contacts:** Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the point of contact of the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts

are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

- 4.3 The offeror **may be required** submit a copy of their most recent independently audited financial statements.
- 4.4 Provide the following information related to at least three previous and current service/contracts performed by the offeror's organization which are similar to the requirements of this RFP. Provide this information for any service/contract that has been terminated, expired or not renewed in the past three years:
 - a. Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
 - b. Dates of the service/contract; and
 - c. A brief, written description of the specific prior services performed and requirements thereof.
- 4.5 The offeror must submit information that demonstrates their familiarity with the locale in which the project (s) are to be implemented.
- 4.6 The offeror must assure there is not a conflict of interest present, or outline methods to mitigate potential conflicts, when considering the submission of a response to the RFP.
- 4.7 The offeror must be available to DSS personnel and maintain a collaborative spirit.
- 4.8 The offeror will assure ample personnel for coverage throughout the state including coverage of all providers.
- 4.9 The offeror must also outline expectations of statewide coverage to include maintaining a presence at facilities throughout the state and developing methods to receive grievances timely and securely from all facilities throughout the state and other sources established, while subsequently investigating and following up as appropriate, which may warrant further presence at facilities.
- 4.10 The offeror must demonstrate in their proposal basic knowledge of child maltreatment, including the explanation of how to discern between allegations for child maltreatment which must be relayed to Child Protection versus a grievance related to quality of care which the monitor will investigate and follow up.
- 4.11 If an offeror's proposal is not accepted by the State, the proposal will not be reviewed/evaluated. Proposals will not be accepted for the following reasons:
 - a. Not received on time.
 - b. Incorrectly addressed or labeled.
 - c. Not signed by proposer.
 - d. Correct number of copies, electronic version not provided.

5.0 PROPOSAL RESPONSE FORMAT

- 5.1 The offeror must submit one (1) copy of their entire proposal, including all attachments and cost proposal(s), in PDF digital format via SFTP
- 5.2 All proposals must be organized and tabbed with labels for the following headings:
- 5.2.1 **RFP Form.** The State's Request for Proposal form completed and signed.
 - 5.2.2 **Executive Summary.** The one- or two-page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
 - 5.2.3 **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
 - 5.2.3.1 A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations.
 - 5.2.3.2 A specific point-by-point response, in the order listed, to each requirement in the RFP as detailed in Sections 3 and 4. The response should identify each requirement being addressed as enumerated in the RFP.
 - 5.2.3.3 A clear description of any options or alternatives proposed.
 - 5.2.4 **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Offerors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered.

See section 7.0 for more information related to the cost proposal.

6.0 PROPOSAL EVALUATION AND AWARD PROCESS

- 6.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria listed in order of importance:
- 6.1.1 Response addressing all areas required in 3.0, Scope Of Work.
 - 6.1.2 Specialized expertise related to project, capabilities, and technical competence as demonstrated by the proposed approach and

methodology to meet the project requirements (4, 10);

- 6.1.3 Resources available to perform the work, including any specialized services, within the specified time limits for the project;
- 6.1.4 Familiarity with the project locale (4.5) and types of facilities (Facilities, Centers and Programs, pages 8-13);
- 6.1.5 Availability to the project locale (4.8);
- 6.1.6 Ability and proven history in handling special project constraints;
- 6.1.7 Proposed project management techniques (4.9);
- 6.1.8 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration (4.4); and
- 6.1.9 Cost proposal.

6.2 Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

6.3 The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

6.4 The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.

6.5 **Award:** The requesting agency and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.

- 6.5.1 If the agency and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest ranked contractor.

- 6.5.2 The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached, or the agency terminates the contracting process.

7.0 **COST PROPOSAL**

Cost proposal must be submitted outlining the budget for this child welfare monitor, outlining expected costs for administration and oversight, personnel, travel, publications, and other costs.

Mileage, meals and lodging will be paid according to South Dakota's reimbursement rates for state employees and will be paid as a separate expense. However, the offer is expected to provide an estimate of travel costs based on the number of trips to and from facilities.

The contract is for a three year period so the cost report must include a budget for each year of the contract.

Complete the excel document: RFP 2020 Attachment B - Cost Proposal Grievance Monitor.

Attachment A - STANDARD AGREEMENT TERMS AND CONDITIONS

**STATE OF SOUTH DAKOTA
DEPARTMENT OF SOCIAL SERVICES
DIVISION OF CHILD PROTECTION**

**Consultant Contract
For Consultant Services
Between**

State of South Dakota
Department of Social Services
DIVISION OF CHILD PROTECTION
700 Governors Drive
Pierre, SD 57501-2291

Referred to as Consultant

Referred to as State

The State hereby enters into a contract (the "Agreement" hereinafter) for consultant services with the Consultant. While performing services hereunder, Consultant is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

1. **CONSULTANT'S South Dakota Vendor Number is** _____.
2. PERIOD OF PERFORMANCE:
 - A. This Agreement shall be effective as of June 1, 2020 and shall end on May 31, 2021, unless sooner terminated pursuant to the terms hereof.
 - B. Agreement is the result of request for proposal process, RFP #_____
3. PROVISIONS:
 - A. The Purpose of this Consultant contract:
 - 1.
 2. Does this Agreement involve Protected Health Information (PHI)? YES () NO (X)
If PHI is involved, a Business Associate Agreement must be attached and is fully incorporated herein as part of the Agreement (refer to attachment) .
 3. The Consultant will use state equipment, supplies or facilities.
 - B. The Consultant agrees to perform the following services (add an attachment if needed.):
 - 1.
 - C. The State agrees to:
 - 1.
 2. Make payment for services upon satisfactory completion of services and receipt of bill. Payment will be in accordance with SDCL 5-26.
 3. Will the State pay Consultant expenses as a separate item?
YES () NO (X)
If YES, expenses submitted will be reimbursed as identified in this Agreement.

D. The TOTAL CONTRACT AMOUNT will not exceed \$ ____ .

4. **BILLING:**

Consultant agrees to submit a bill for services within (30) days following the month in which services were provided. Consultant will prepare and submit a monthly bill for services. Consultant agrees to submit a final bill within 30 days of the Agreement end date to receive payment for completed services. If a final bill cannot be submitted in 30 days, then a written request for extension of time and explanation must be provided to the State.

5. **TECHNICAL ASSISTANCE:**

The State agrees to provide technical assistance regarding Department of Social Services rules, regulations and policies to the Consultant and to assist in the correction of problem areas identified by the State's monitoring activities.

6. **LICENSING AND STANDARD COMPLIANCE:**

The Consultant agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this Agreement. The Consultant will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Consultant's failure to ensure the safety of all individuals served is assumed entirely by the Consultant.

7. **ASSURANCE REQUIREMENTS:**

The Consultant agrees to abide by all applicable provisions of the following: Byrd Anti Lobbying Amendment (31 USC 1352), Executive orders 12549 and 12689 (Debarment and Suspension), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013 and American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award.

8. **RESTRICTION OF BOYCOTT OF ISRAEL:**

Pursuant Executive Order 2020-01 for contractors, vendors, supplies, or subcontracts with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more - by signing this contract, the Consultant certifies and agrees that it has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit any commercial relations as related to the subject matter of the contract with any person or entity that is either the State of Israel, a company doing business in or with Israel, or a company authorized by, licensed by, or organized under the laws of the State of Israel to do business, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State of South Dakota to terminate this contract. The Consultant further agrees to provide immediate written notice to the State of South Dakota if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

9. **RETENTION AND INSPECTION OF RECORDS:**

The Consultant agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, statistical, fiscal, other records, and information necessary for reporting and accountability required by the State. The Consultant shall retain such records for a period of six years from the date of submission of the final expenditure report. If such records are under pending audit, the Consultant agrees to hold such records for a longer period upon notification from the State. The State, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement. State Proprietary Information retained in Consultant's secondary and backup systems will remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Consultant's established record retention policies.

All payments to the Consultant by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment of this Agreement shall be returned to the State within thirty days after written notification to the Consultant.

10. WORK PRODUCT:

Consultant hereby acknowledges and agrees that all reports, plans, specifications, technical data, drawings, software system programs and documentation, procedures, files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, State Proprietary Information, as defined in the Confidentiality of Information paragraph herein, state data, end user data, Protected Health Information as defined in 45 CFR 160.103, and all information contained therein provided to the State by the Consultant in connection with its performance of service under this Agreement shall belong to and is the property of the State and will not be used in any way by the Consultant without the written consent of the State.

Paper, reports, forms, software programs, source code(s) and other materials which are a part of the work under this Agreement will not be copyrighted without written approval of the State. In the unlikely event that any copyright does not fully belong to the State, the State nonetheless reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, any such work for government purposes.

Consultant agrees to return all information received from the State to State's custody upon the end of the term of this Agreement, unless otherwise agreed in a writing signed by both parties.

11. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Consultant breaches any of the terms or conditions hereof, this Agreement may be terminated by the State for cause at any time, with or without notice. Upon termination of this Agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

12. FUNDING:

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

13. ASSIGNMENT AND AMENDMENTS:

This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

14. CONTROLLING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be resolved in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

15. SUPERCESSION:

All prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

16. IT STANDARDS:

Any software or hardware provided under this Agreement will comply with state standards which can be found at <http://bit.sd.gov/standards/>.

17. SEVERABILITY:

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.

18. NOTICE:

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Consultant, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

19. SUBCONTRACTORS:

The Consultant may not use subcontractors to perform the services described herein without express prior written consent from the State. The State reserves the right to reject any person from the Agreement presenting insufficient skills or inappropriate behavior.

The Consultant will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Consultant will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors. The Consultant is required to assist in this process as needed.

20. STATE'S RIGHT TO REJECT:

The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior.

21. HOLD HARMLESS:

The Consultant agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Consultant to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

22. INSURANCE:

Before beginning work under this Agreement, Consultant shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. The Consultant, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits listed below. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Consultant agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Consultant shall furnish copies of insurance policies if requested by the State.

A. Commercial General Liability Insurance:

Consultant shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

B. Business Automobile Liability Insurance:

Consultant shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$500,000 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

C. Worker's Compensation Insurance:

Consultant shall procure and maintain Workers' Compensation and employers' liability insurance as required by South Dakota law.

D. Professional Liability Insurance:

Consultant agrees to procure and maintain professional liability insurance with a limit not less than \$1,000,000.

(Medical Health Professional shall maintain current general professional liability insurance with a limit of not less than one million dollars for each occurrence and three million dollars in the aggregate. Such insurance shall include South Dakota state employees as additional insureds in the event a claim, lawsuit, or other proceeding is filed against a state employee as a result of the services provided pursuant to this Agreement. If insurance provided by Medical Health Professional is provided on a claim made basis, then Medical Health Professional shall provide "tail" coverage for a period of five years after the termination of coverage.)

23. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Consultant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by the federal government or any state or local government department or agency. Consultant further agrees that it will immediately notify the State if during the term of this Agreement either it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

24. CONFLICT OF INTEREST:

Consultant agrees to establish safeguards to prohibit employees or other persons from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing. In the event of a conflict of interest, the Consultant expressly agrees to be bound by the conflict resolution process set forth in SDCL 5-18A-17 through 5-18A-17.6.

25. CONFIDENTIALITY OF INFORMATION:

For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Consultant by the State. Consultant acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Consultant shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this Agreement; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this

Agreement; (iii) make State Proprietary Information available to any of its employees, officers, agents or consultants except those who have agreed to obligations of confidentiality at least as strict as those set out in this Agreement and who have a need to know such information. Consultant is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Consultant shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Consultant; (ii) was known to Consultant without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Consultant without the benefit or influence of the State's information; (v) becomes known to Consultant without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Consultant understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State if the information is disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the Agreement except as required by applicable law or as necessary to carry out the terms of the Agreement or to enforce that party's rights under this Agreement. Consultant acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this Agreement for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws. If work assignments performed in the course of this Agreement require additional security requirements or clearance, the Consultant will be required to undergo investigation.

26. REPORTING PROVISION:

Consultant agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject Consultant, or the State of South Dakota or its officers, agents or employees to liability. Consultant shall report any such event to the State immediately upon discovery.

Consultant's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Consultant's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Consultant to report any event to law enforcement or other entities under the requirements of any applicable law.

27. AUTHORIZED SIGNATURES:

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

Consultant Signature

Date

Consultant Printed Name

State - DSS Division Director

Date

State - DSS Chief Financial Officer Laurie Mikkonen

Date

State – DSS Cabinet Secretary Laurie R. Gill

Date

State Agency Coding:

CFDA #	_____	_____	_____	_____
Company	_____	_____	_____	_____
Account	_____	_____	_____	_____
Center Req	_____	_____	_____	_____
Center User	_____	_____	_____	_____
Dollar Total	_____	_____	_____	_____

DSS Program Contact Person _____
Phone _____

DSS Fiscal Contact Person Contract Accountant
Phone 605 773-3586

Consultant Program Contact Person _____
Phone _____
Consultant Program Email Address _____

Consultant Fiscal Contact Person _____
Phone _____
Consultant Fiscal Email Address _____

SDCL 1-24A-1 states that a copy of all consulting contracts shall be filed by the State agency with the State Auditor within five days after such contract is entered into and finally approved by the contracting parties. For further information about consulting contracts, see the State Auditor's policy handbook.